

EXHIBIT 3

Amendment #2 to SOW #9

This Amendment #2 to SOW#9 is made effective as of ~~June 1, 2012~~ ^{July} 1, 2012 (SOW Date) *MCJ*

Between:

Sears Holdings Management
Corporation, as assignee of Sears,
Roebuck and Co., on behalf of itself
and for the benefit of its Affiliates
("SHMC")
3333 Beverly Road

Mail Station B6-157-B
Hoffman Estates, Illinois 60179

Wireless Matrix USA, Inc. ("Wireless
Matrix")

13645 Dulles Technology Drive,
Suite 100

Herndon, Virginia 20171

As of this SOW Date, SHMC has the option to acquire and Wireless Matrix agrees to provide the Fleet Outlook Application Services ("Fleet Outlook" as defined herein), subject to SOW#9 and that certain Master Telecommunications Agreement dated September 27, 2001 (SOW #9 and the Master Telecommunications Agreement are, collectively, the "Agreement").

Sears Holdings Management Corporation
on behalf of itself and for the benefit of its
Affiliates

Wireless Matrix USA Inc.

By: *David R. Hansen*
Name: David R. Hansen
Title: CFO Home Services

By: *Maria C. Izurieta*
Name: Maria C. Izurieta
Title: Chief Executive Officer (acting)

Scope of Document

This Amendment #2 to SOW #9 is incorporated as part of the Agreement, and defines the terms and conditions under which Wireless Matrix shall provide certain Services to SHMC for the purpose of utilizing Fleet Outlook . This Amendment #2 to SOW #9 also defines the responsibilities of the parties with respect to the Services and the fee for such Services.

End of Scope Document

**Amendment #2 to SOW #9 to
Master Telecommunications Procurement Agreement**

This Amendment #2 to SOW#9 (this "SOW Amendment"), is made effective as of June 1, 2012 (the "Effective Date"), by and between Wireless Matrix USA Inc. ("Wireless Matrix") and Sears Holdings Management Corporation on behalf of itself and for the benefit of its Affiliates ("SHMC"), and amends the Master Telecommunications Procurement Agreement, dated 27 September, 2001, between Wireless Matrix and SHMC (the "Agreement"). All terms capitalized herein, but not defined herein, shall have the meanings ascribed to them in the Agreement.

WHEREAS, Wireless Matrix has agreed to provide SHMC the flexibility to purchase Services as defined in this SOW Amendment and offered by Wireless Matrix, which allows SHMC access to Fleet Outlook herein described.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1 DEFINITIONS

Section 2 of SOW #9 shall be amended to add the following definitions:

- 1.1 "Fleet Outlook" shall mean the features and functions of the software application services known as Fleet Outlook and any and all related Wireless Matrix data and content made available to Subscriber as a service over the data Network.
- 1.2 "Licensed Technology" shall mean collectively (i) the data Network access provided by Wireless Matrix, if applicable, and (ii) software and firmware, if any, embedded within the Modems or other Wireless Matrix hardware sold to SHMC.

2 FLEET OUTLOOK

- 2.1 Availability. Wireless Matrix will make Fleet Outlook available for all SHMC vehicles, subject to the terms and conditions herein.
- 2.2 Automated Synchronization. SHMC will implement a process to automatically associate vehicle ID and MIN (Modem Identification Number) with the appropriate SHMC Technician, utilizing the Open Partner Interface. The Automated Synchronization is to be designed to replace the manual batch process currently deployed by SHMC.

2.3 SHMC acknowledgements solely with respect FleetOutlook. SHMC acknowledges that: (i) data collected by FleetOutlook are not provided in real time and delays in receipt of data are normal; (ii) data collected by FleetOutlook will be stored on the Wireless Matrix server for ninety (90) days, after which the data will be archived and made available only under a data retrieval plan, if any, that the SHMC has purchased from Wireless Matrix under a separate agreement, under which agreement SHMC will be charged for any data retrieval; (iii) Wireless Matrix assumes no responsibility for improper storage of data not on Wireless Matrix servers, information or delivery of messages; (iv) SHMC assumes the entire risk in downloading or otherwise accessing any data, information, files or other materials obtained from FleetOutlook; and (v) FleetOutlook, which provide location or directional information are to be used only as an aid in planning, as with any maps or driving directions, SHMC should always recheck directions and driving conditions for accuracy and confirm that the road still exists, be aware of construction and other hazards and follow all safety precautions and the law.

2.4 Scheduled FleetOutlook Maintenance. Scheduled FleetOutlook Maintenance which shall mean upgrades and or routine maintenance or necessary alteration/repair of hardware or FleetOutlook, upgrades to increase capacity/performance or add new features to FleetOutlook. Scheduled FleetOutlook Maintenance may temporarily degrade the quality of FleetOutlook, including possible outages, and as a result have the potential to impact SHMC. Should Wireless Matrix require the need to perform Scheduled FleetOutlook Maintenance, Wireless Matrix will provide twenty-four (24) hour notice prior to conducting Scheduled FleetOutlook Maintenance that could have an impact on the performance of FleetOutlook along with the estimated time window for the Scheduled FleetOutlook Maintenance. Any GPS data points captured by the C1K units during such maintenance activity will be available when FleetOutlook returns to normal operation.

2.4.1 Remedy for unavailability: Should SHMC experience an outage of FleetOutlook for greater than a consecutive 24-hour period, Wireless Matrix will pro-rate the invoice following the outage equal to one thirtieth (1/30th) the fee for FleetOutlook, for each consecutive 24-hour period FleetOutlook is unavailable.

3 FEES AND OTHER CHARGES. During the term of this SOW Amendment, SHMC agrees to compensate Wireless Matrix for access to Fleet Outlook as set forth below. All fees and charges are in U.S. dollars.

3.1 Monthly Access Fee. SHMC shall pay a monthly access fee of \$2.56 per unit, per month, for access to FleetOutlook, which is in addition to all other applicable fees under SOW #9 including the fees for the Data Pump Services that SHMC purchases from Wireless Matrix pursuant to SOW #9.

3.2 Data Pump Required. SHMC acknowledges that Fleet Outlook must be purchased together with the Data Pump subscription for each Modem, and are not available to be purchased separately. In the event this SOW Amendment or the Fleet Outlook services are terminated, as set forth below, SHMC will remain liable for the underlying Data Pump

Services and related fees (as well as any other applicable fees under SOW#9) according to the price schedule and terms set forth in SOW# 9 which shall remain unaffected thereby.

3.3 Training. Training is offered on a once/week basis via WebEx for any authorized SHMC personnel without additional fee. A recurring time window will be determined and communicated to the applicable personnel by the assigned SHMC Program Manager.

3.4 Network Fees. Network fees for the Data Pump Services are described in SOW #9. There is no additional data transmission fees required to utilize FleetOutlook, i.e. same communication service is employed by both solutions.

4. TERM, TERMINATION AND PAYMENT

4.1 Term. This SOW Amendment will become effective on its Effective Date and will continue in effect for one year (superseding any remaining Term of Amendment #1 to SOW 9), and thereafter continue on a month-to-month basis unless terminated by SHMC upon not less than thirty (30) days prior written notice. Should SHMC maintain less than two thousand (2,000) active FleetOutlook applications for a three month consecutive period, Wireless Matrix may request mutually agreed upon changes to the service delivery of FleetOutlook or at its discretion, may terminate this SOW Amendment upon not less than thirty (30) days prior notice should service delivery changes not be mutually agreed.

4.2 Termination Date. Any such termination shall be effective on the first day of the calendar month following expiration of the termination notice. For clarity purposes, termination of the Term of this SOW Amendment shall not affect the Term as set forth in SOW #9.

4.3 Payment Terms: All payment terms are as described in the Agreement or SOW #9.

4.4 Invoicing Process: Wireless Matrix shall invoice SHMC on its current monthly service invoice based on the number of units SHMC decides to activate on Fleet Outlook.

4.5 Termination of Fleet Outlook Services. SHMC may, without cost, fee or penalty, at any time and without cause terminate the Fleet Outlook services on all or any units for which such services are activated under this SOW Amendment by providing not less than thirty (30) days prior written notice, which notice identifies the units to be removed from Fleet Outlook services. Any such termination shall be effective on the first day of the calendar month following expiration of the termination notice. Such termination shall not affect Fleet Outlook obligations pertaining to any remaining units active on Fleet Outlook. For clarity purposes an example of the impact of termination stated above is outlined below:

Assume SHMC has 8,000 active units on Fleet Outlook. On October 15th SHMC provides written notice to Wireless Matrix that it desires 2,500 of these deactivated. The identified units will be deactivated for Fleet Outlook services on December 1st; SHMC will be invoiced 8,000 units for the month of November, and 5,500 units for the month of December.

4.6 Governing Law. Section 21.2 of the Agreement is specifically restated herein by reference.

4.7 **No Other Amendments.** Except as expressly amended herein, the Agreement shall continue in full force and effect, in accordance with its terms, without any waiver, amendment or other modification of any provision thereof.

5.1 **DISCLAIMER.** EXCEPT AS SET FORTH IN THIS AMENDMENT #2 TO SOW #9 AND THE AGREEMENT: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH RESPECT TO FLEETOUTLOOK, LICENSED TECHNOLOGY, DATA AND/OR SERVICES PROVIDED BY WIRELESS MATRIX UNDER THIS AMENDMENT #2 TO SOW #9 IN ADDITION TO THE PROVISIONS OF SECTION 8.11 OF THE AGREEMENT, WIRELESS MATRIX MAKES NO WARRANTIES AND SPECIFICALLY DOES NOT WARRANT THAT FLEET OUTLOOK, THE LICENSED TECHNOLOGY, DATA OR SERVICES WILL MEET SHMC'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. SHMC ACKNOWLEDGES THAT WIRELESS MATRIX'S OBLIGATIONS UNDER THIS AMENDMENT #2 TO SOW #9 ARE FOR THE BENEFIT OF SHMC ONLY. FOR THE AVOIDANCE OF DOUBT, THIS SECTION 5.1 IS NOT INTENDED TO ALTER OR DIMINISH EITHER PARTY'S RIGHTS UNDER THE AGREEMENT OR ANY OTHER SECTION OF THIS AMENDMENT #2 TO SOW #9.

5.2 **FREEWARE OR SHAREWARE DISCLAIMER.** FLEET OUTLOOK MAY AND THE LICENSED TECHNOLOGY CONTAIN FREEWARE OR SHAREWARE OBTAINED FROM A THIRD PARTY SOURCE. NO LICENSE FEE HAS BEEN PAID FOR THE INCLUSION OF ANY FREEWARE OR SHAREWARE AND NO LICENSE FEE IS CHARGED TO SHMC FOR ITS USE. SHMC ACKNOWLEDGES AND AGREES THAT, SUCH FREEWARE OR SHAREWARE REMAINS SUBJECT TO SECTION 8.11 OF THE AGREEMENT, AND EXCEPT AS SET FORTH IN THE AGREEMENT AND/OR SOW #9, SHMC HEREBY AGREES TO BE BOUND BY THE TERMS OF THE LICENSE FOR SUCH FREEWARE OR SHAREWARE AS SET FORTH IN THE DOCUMENTATION. SUCH LICENSES ARE AVAILABLE UPON REQUEST. FOR THE AVOIDANCE OF DOUBT, THIS SECTION 5.2 IS NOT INTENDED TO ALTER OR DIMINISH ANY OF EITHER PARTY'S RIGHTS UNDER THE AGREEMENT, SOW #9 OR ANY OTHER SECTION OF THIS AMENDMENT #2 TO SOW #9.